

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

<b>GARY L. ABRAHAM,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>CIVIL ACTION</b>
	)	
<b>v.</b>	)	<b>No. 19-2561-KHV</b>
	)	
<b>CENTRIS FEDERAL CREDIT UNION,</b>	)	
	)	
<b>Defendant.</b>	)	
	)	

**MEMORANDUM AND ORDER**

On September 16, 2019, pro se plaintiff Gary L. Abraham filed suit against Centris Federal Credit Union. Complaint (Doc. #1).<sup>1</sup> As best the Court can ascertain, plaintiff alleges that defendant engaged in predatory lending relating to various loans, and brings his claims under the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601 et seq., and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 et seq. On November 19, 2019, the Court transferred this case to the District of Nebraska pursuant to a valid forum selection clause in plaintiff’s agreement with defendant. Memorandum And Order (Doc. #34). On December 5, 2019, the Court overruled plaintiff’s motion for reconsideration. Memorandum And Order (Doc. #36). This matter is before the Court on plaintiff’s Supplement In Support Of My Motion To Reconsider And Request For [A] Protection Order (Doc. #37) filed December 5, 2019, which the Court construes as a second motion to reconsider. For the reasons stated below, the Court overrules plaintiff’s motion.

In his second motion to reconsider, plaintiff continues to assert what he asserted in his first motion to reconsider – that the agreements that defendant supplied in support of its motion to transfer were fraudulent, and that the “real” agreements do not contain a forum selection clause.

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<sup>1</sup> On October 4, 2019, plaintiff filed an Amended Complaint (Doc. #10).

This time, plaintiff submits what he alleges are the “real” agreements. Plaintiff explains that he did not include these documents with his prior pleadings because after the Court transferred the case, he believed that he had to file them with the District of Nebraska, which he allegedly did. See Plaintiff’s Motion To Transfer Case Back To Kansas District Court (Doc. #37-1) filed December 5, 2019.

Plaintiff had plenty of opportunities to submit these documents to the Court. He failed to provide them either in his opposition to defendant’s motion to transfer or his first motion to reconsider. In other words, plaintiff waited to submit his documents until after the Court had transferred his case and after the Court had reconsidered that decision. Now, the case is pending before the District of Nebraska. Accordingly, even if plaintiff’s new documents proved that defendant had tampered with his agreements and that the real agreements do not contain a forum selection clause, that is a decision for the District of Nebraska.<sup>2</sup> This Court lacks jurisdiction to take further action because no case is pending before it at this time.

**IT IS THEREFORE ORDERED** that plaintiff’s Supplement In Support Of My Motion To Reconsider And Request For [A] Protection Order (Doc. #37) filed December 5, 2019 is **OVERRULED**.

Dated this 12th day of December, 2019 at Kansas City, Kansas.

s/ Kathryn H. Vratil  
KATHRYN H. VRATIL  
United States District Judge

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<sup>2</sup> In this second motion to reconsider, plaintiff also requests a protective order and sanctions against defendant regarding what he alleges are “frivolous” sworn documents. Like the dispute about the forum selection clause, this is a decision for the court before which the case is now pending.